



09-07-07

TO  
DAG

PTO/SB/64 (09-06)

Approved for use through 03/31/2007. OMB 0651-0031  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT  
ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)**

Docket Number (Optional)

First named inventor: Irwin KLEIN

Application No: 09/998,346

Art Unit: 1654

Filed: November 30, 2001

Examiner: B. Chism

Title: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF

## MS Petition

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

NOTE: If information or assistance is needed in completing this form, please contact Petitions Information at (571) 272-3282.

The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the office notice or action plus any extensions of time actually obtained.

**APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION**

NOTE: A grantable petition requires the following items:

- (1) Petition fee;
- (2) Reply and/or issue fee;
- (3) Terminal disclaimer with disclaimer fee – required for all utility and plant applications filed before June 8, 1995; and for all design applications; and
- (4) Statement that the entire delay was unintentional.

## 1. Petition fee

 Small entity – fee \$ \_\_\_\_\_ (37 CFR 1.17(m)). Applicant claims small entity status. See 37 CFR 1.27. Other than small entity – fee \$ 1,500.00 (37 CFR 1.17(m))

## 2. Reply and/or fee

A. The reply and/or fee to the above-noted Office action in the form of a Response to Restriction Requirement (identify type of reply): has been filed previously on \_\_\_\_\_ is enclosed herewith.

B. The issue fee and publication fee (if applicable) of \$ \_\_\_\_\_

 has been paid previously on \_\_\_\_\_ is enclosed herewith.

Page 1 of 2

09/10/2007 CCHAU1

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1500.00 DP

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## 3. Terminal disclaimer with disclaimer fee

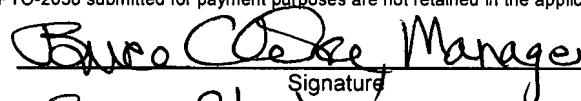
Since this utility/plant application was filed on or after June 8, 1995, no terminal disclaimer is required.

A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ \_\_\_\_\_ for a small entity or \$ \_\_\_\_\_ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

## 4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE. The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D)).]

**WARNING:**

Petitioner/applicant is cautioned to avoid submitting personal information in documents filed in a patent application that may contribute to identify theft. Personal information such as social security numbers, bank account numbers, or credit card numbers (other than a check or credit card authorization form PTO-2038 submitted for payment purposes) is never required by the USPTO to support a petition or an application. If this type of personal information is included in documents submitted to the USPTO, petitioners/applicants should consider redacting such personal information from the documents before submitting them to the USPTO. Petitioner/applicant is advised that the record of a patent application is available to the public after publication of the application (unless a non-publication request in compliance with 37 CFR 1.213(a) is made in the application) or issuance of a patent. Furthermore, the record from an abandoned application may also be available to the public if the application is referenced in a published application or an issued patent (see 37 CFR 1.14). Checks and credit card authorization forms PTO-2038 submitted for payment purposes are not retained in the application file and therefore are not publicly available.



Signature



Resuscitation Technologies, LLC

Typed or printed name

8-20-07

Date

Assignee

Title

11755 Wilshire Boulevard Suite 2000  
Los Angeles, CA 90025

Address

310-883-1300

Telephone Number

Enclosures:

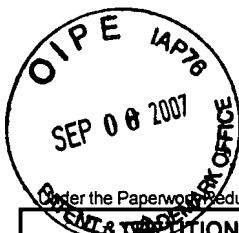
Fee Payment

Reply

Terminal Disclaimer Form

Additional sheets containing statements establishing unintentional delay

Other: Transmittal Form (1 page)  
Fee Transmittal Form + duplicate for fee processing (2 pages)



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**PETITION FOR REVIVAL OF AN APPLICATION FOR PATENT  
ABANDONED UNINTENTIONALLY UNDER 37 CFR 1.137(b)**

Docket Number (Optional)

First named inventor: Irwin KLEIN

Application No: 09/998,346

Art Unit: 1654

Filed: November 30, 2001

Examiner: B. Chism

Title: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF

MS Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

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The above-identified application became abandoned for failure to file a timely and proper reply to a notice or action by the United States Patent and Trademark Office. The date of abandonment is the day after the expiration date of the period set for reply in the office notice or action plus any extensions of time actually obtained.

**APPLICANT HEREBY PETITIONS FOR REVIVAL OF THIS APPLICATION**

NOTE: A grantable petition requires the following items:

- (1) Petition fee;
- (2) Reply and/or issue fee;
- (3) Terminal disclaimer with disclaimer fee – required for all utility and plant applications filed before June 8, 1995; and for all design applications; and
- (4) Statement that the entire delay was unintentional.

**1. Petition fee**

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Other than small entity – fee \$ 1,500.00 (37 CFR 1.17(m))

**2. Reply and/or fee**

A. The reply and/or fee to the above-noted Office action in the form of a Response to Restriction Requirement (identify type of reply):

has been filed previously on \_\_\_\_\_.

is enclosed herewith.

B. The issue fee and publication fee (if applicable) of \$ \_\_\_\_\_.

has been paid previously on \_\_\_\_\_.

is enclosed herewith.

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A terminal disclaimer (and disclaimer fee (37 CFR 1.20(d)) of \$ \_\_\_\_\_ for a small entity or \$ \_\_\_\_\_ for other than a small entity) disclaiming the required period of time is enclosed herewith (see PTO/SB/63).

## 4. STATEMENT: The entire delay in filing the required reply from the due date for the required reply until the filing of a grantable petition under 37 CFR 1.137(b) was unintentional. [NOTE. The United States Patent and Trademark Office may require additional information if there is a question as to whether either the abandonment or the delay in filing a petition under 37 CFR 1.137(b) was unintentional (MPEP 711.03(c), subsections (III)(C) and (D)).]

**WARNING:**

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\_\_\_\_\_  
Signature

By: Kirk R. Feinstein, PhD  
The Feinstein Institute for Medical Research  
\_\_\_\_\_  
Typed or printed name

8.20.2007  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Assignee  
Title

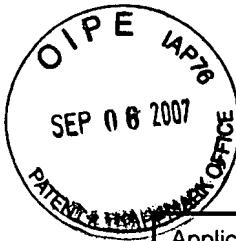
350 COMMUNITY DRIVE  
MANHASSET, NY 11030  
\_\_\_\_\_  
Address

(516) 562-3404  
\_\_\_\_\_  
Telephone Number

Enclosures:  Fee Payment Reply Terminal Disclaimer Form Additional sheets containing statements establishing unintentional delay

Transmittal Form (1 page)

 Other: Fee Transmittal Form + duplicate for fee processing (2 pages)



Application No. (if known): 09/998,346

## Certificate of Express Mailing Under 37 CFR 1.10

I hereby certify that this correspondence is being deposited with the United States Postal Service as Express Mail, Airbill No. ~~EB463001357US~~ in an envelope addressed to:

*EB463001357US*

MS Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

on 9-6-07  
Date

*Bruce Clarke*  
Signature

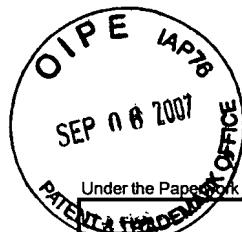
Typed or printed name of person signing Certificate

Registration Number, if applicable

*310-485-7459*  
Telephone Number

Note: Each paper must have its own certificate of mailing, or this certificate must identify each submitted paper.

Transmittal (1 page)  
Fee Transmittal + duplicate copy for fee processing (2 pages)  
Response to Restriction Requirement (4 pages)  
Petition for Revival of an Application for Patent Abandoned Unintentionally (4 pages)  
Revocation of Power of Attorney and Change of Correspondence Address (2 pages)  
Statement Under 37 CFR 3.73(b) by The Feinstein Institute + copies of Assignments (6 pages)  
Statement Under 37 CFR 3.73(b) by Resuscitation Technologies + copies of Assignments (27 pages)



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

# TRANSMITTAL FORM

(to be used for all correspondence after initial filing)

Total Number of Pages in This Submission **46**

|                      |                   |
|----------------------|-------------------|
| Application Number   | 09/998,346        |
| Filing Date          | November 30, 2001 |
| First Named Inventor | Irwin KLEIN       |
| Art Unit             | 1654              |
| Examiner Name        | B. Chism          |

Attorney Docket Number

## ENCLOSURES (Check all that apply)

|   |  |   |
|---|--|---|
| <input checked="" type="checkbox"/> Fee Transmittal Form + duplicate copy for fee processing (2 pages)<br><input checked="" type="checkbox"/> Fee Attached<br><input checked="" type="checkbox"/> Amendment/Reply (4 pages, signed in counterparts)<br><input type="checkbox"/> After Final<br><input type="checkbox"/> Affidavits/declaration(s)<br><input type="checkbox"/> Extension of Time Request<br><input type="checkbox"/> Express Abandonment Request<br><input type="checkbox"/> Information Disclosure Statement<br><input type="checkbox"/> Certified Copy of Priority Document(s)<br><input type="checkbox"/> Reply to Missing Parts/ Incomplete Application<br><input type="checkbox"/> Reply to Missing Parts under 37 CFR 1.52 or 1.53 | <input type="checkbox"/> Drawing(s)<br><input type="checkbox"/> Licensing-related Papers<br><input checked="" type="checkbox"/> Petition (for Revival of an Application for Patent Abandoned Unintentionally) (4 pages, signed in counterparts)<br><input type="checkbox"/> Petition to Convert to a Provisional Application<br><input checked="" type="checkbox"/> Revocation Change of Correspondence Address (2 pages, signed in counterparts)<br><input type="checkbox"/> Terminal Disclaimer<br><input type="checkbox"/> Request for Refund<br><input type="checkbox"/> CD, Number of CD(s) _____<br><input type="checkbox"/> Landscape Table on CD | <input type="checkbox"/> After Allowance Communication to TC<br><input type="checkbox"/> Appeal Communication to Board of Appeals and Interferences<br><input type="checkbox"/> Appeal Communication to TC (Appeal Notice, Brief, Reply Brief)<br><input type="checkbox"/> Proprietary Information<br><input type="checkbox"/> Status Letter<br><input checked="" type="checkbox"/> Other Enclosure(s) (please identify below):<br>Statement Under 37 CFR 3.73(b) by The Feinstein Institute + copy of Assignments (6 pages)<br>Statement Under 37 CFR 3.73(b) by Resuscitation Technologies + copy of Assignments (27 pages) |
| Remarks   |  |   |

## SIGNATURE OF APPLICANT, ATTORNEY, OR AGENT

|              |                                 |          |
|--------------|---------------------------------|----------|
| Firm Name    | Resuscitation Technologies, LLC |          |
| Signature    |                                 |          |
| Printed name | Bruce Clarke                    |          |
| Date         | 9-20-07                         | Reg. No. |



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Effective on 12/08/2004.  
Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818).

## FEE TRANSMITTAL For FY 2007

Applicant claims small entity status. See 37 CFR 1.27

**TOTAL AMOUNT OF PAYMENT** (\$ 1,500.00)

| Complete if Known    |                   |
|----------------------|-------------------|
| Application Number   | 09/998,346        |
| Filing Date          | November 30, 2001 |
| First Named Inventor | Irwin KLEIN       |
| Examiner Name        | B. Chism          |
| Art Unit             | 1654              |
| Attorney Docket No.  |                   |

### METHOD OF PAYMENT (check all that apply)

Check  Credit Card  Money Order  None  Other (please identify): \_\_\_\_\_  
 Deposit Account Deposit Account Number: \_\_\_\_\_ Deposit Account Name: \_\_\_\_\_

For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)

Charge fee(s) indicated below  Charge fee(s) indicated below, except for the filing fee  
 Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17  Credit any overpayments

### FEE CALCULATION

#### 1. BASIC FILING, SEARCH, AND EXAMINATION FEES

| Application Type | FILING FEES |              | SEARCH FEES |              | EXAMINATION FEES |              |
|------------------|-------------|--------------|-------------|--------------|------------------|--------------|
|                  | Fee (\$)    | Small Entity | Fee (\$)    | Small Entity | Fee (\$)         | Small Entity |
| Utility          | 300         | 150          | 500         | 250          | 200              | 100          |
| Design           | 200         | 100          | 100         | 50           | 130              | 65           |
| Plant            | 200         | 100          | 300         | 150          | 160              | 80           |
| Reissue          | 300         | 150          | 500         | 250          | 600              | 300          |
| Provisional      | 200         | 100          | 0           | 0            | 0                | 0            |

#### 2. EXCESS CLAIM FEES

##### Fee Description

Each claim over 20 (including Reissues)

| Fee (\$) | Small Entity |
|----------|--------------|
|----------|--------------|

50 25

Each independent claim over 3 (including Reissues)

200 100

Multiple dependent claims

360 180

| Total Claims | Extra Claims | Fee (\$) | Fee Paid (\$) | Multiple Dependent Claims |               |
|--------------|--------------|----------|---------------|---------------------------|---------------|
| 40           | - 40 = 0     | x 50     | = 0.00        | Fee (\$)                  | Fee Paid (\$) |

HP = highest number of total claims paid for, if greater than 20.

| Fee (\$) | Fee Paid (\$) |
|----------|---------------|
|----------|---------------|

360 0.00

| Indep. Claims | Extra Claims | Fee (\$) | Fee Paid (\$) |
|---------------|--------------|----------|---------------|
| 1             | - 3 = 0      | x 200    | = 0.00        |

HP = highest number of independent claims paid for, if greater than 3.

#### 3. APPLICATION SIZE FEE

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

| Total Sheets | Extra Sheets | Number of each additional 50 or fraction thereof | Fee (\$) | Fee Paid (\$) |
|--------------|--------------|--|----------|---------------|
|              | - 100 =      | /50 (round up to a whole number) x               | 250      | = 0.00        |

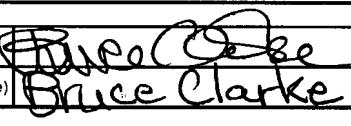
#### 4. OTHER FEE(S)

Non-English Specification, \$130 fee (no small entity discount)

Other (e.g., late filing surcharge): 1453 Petition to Revive Unintentionally Abandoned Application

1,500.00

#### SUBMITTED BY

|                   |   |                                   |                        |
|-------------------|---|-----------------------------------|------------------------|
| Signature         |  | Registration No. (Attorney/Agent) | Telephone 310-883-1300 |
| Name (Print/Type) | Bruce Clarke  |                                   |                        |
|                   | Date 8-20-07  |                                   |                        |



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Patent Application of:  
Irwin KLEIN et al.

Application No.: 09/998,346

Confirmation No.: 5520

Filed: November 30, 2001

Art Unit: 1654

For: **COMPOSITIONS OF STABLE T3 AND  
METHODS OF USE THEREOF**

Examiner: B. Chism

**RESPONSE TO RESTRICTION REQUIREMENT**

MS Petition  
Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Dear Sir:

This is in response to the restriction requirement set forth in the Office Action mailed August 30, 2005 (Paper No. 20050823), for which a response was due on September 30, 2005. This response is filed along with a Petition for Revival of an Application for Patent Abandoned Unintentionally under 37 CFR §1.137(b).

The Examiner has required restriction between the following inventions as required under 35 U.S.C. § 121:

Group I: Claims 1-25, drawn to composition of T<sub>3</sub>, serum albumin and water;

Group II: Claims 26-40, drawn to method of treating cardiac arrest.

Applicants hereby elect without traverse Group I, Claims 1 through 25 for continued examination.

Applicants expressly reserve the right under 35 U.S.C. § 121 to file a divisional application directed on the nonelected subject matter during the pendency of this application, or an application claiming priority from this application.

Dated:

8-20-07

Respectfully submitted,

By Bruce D. De Manager  
Resuscitation Technologies, LLC  
11755 Wilshire Boulevard Suite 2000  
Los Angeles, CA 90025

Dated:

Respectfully submitted,

By \_\_\_\_\_



PTO/SB/82 (01-06)

Approved for use through 12/31/2008. OMB 0651-0035  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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|  |                        |                   |
|--|------------------------|-------------------|
| <b>REVOCATION OF POWER OF<br/>ATTORNEY WITH<br/>NEW POWER OF ATTORNEY<br/>AND<br/>CHANGE OF CORRESPONDENCE ADDRESS</b> | Application Number     | 09/998,346        |
|  | Filing Date            | November 30, 2001 |
|  | First Named Inventor   | Irwin KLEIN       |
|  | Art Unit               | 1654              |
|  | Examiner Name          | B. Chism          |
|  | Attorney Docket Number |                   |

I hereby revoke all previous powers of attorney given in the above-identified application.

A Power of Attorney is submitted herewith.

**OR**

I hereby appoint the practitioners associated with the Customer Number:

Please change the correspondence address for the above-identified application to:

The address associated with  
Customer Number:

**OR**

Firm or  
Individual Name **Resuscitation Technologies, LLC**

Address **11755 Wilshire Boulevard, Suite 2000**

City **Los Angeles**

Country **USA** State **CA** Zip **90025**

Telephone **310-883-1300** Email **bclarke@abraxisbio.com**

I am the:

Applicant/Inventor.

Assignee of record of the entire interest. See 37 CFR 3.71.  
*Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)*

**SIGNATURE of Applicant or Assignee of Record**

|           |   |           |                     |
|-----------|---|-----------|---------------------|
| Signature |  |           |                     |
| Name      | <b>Bruce Clarke Resuscitation Technologies, LLC</b>                                 |           |                     |
| Date      | <b>8-20-07</b>  | Telephone | <b>310-883-1300</b> |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

\*Total of **2** forms are submitted.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

|  |                        |                   |
|--|------------------------|-------------------|
| <b>REVOCATION OF POWER OF<br/>ATTORNEY WITH<br/>NEW POWER OF ATTORNEY<br/>AND<br/>CHANGE OF CORRESPONDENCE ADDRESS</b> | Application Number     | 09/998,346        |
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|  | Attorney Docket Number |                   |

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I hereby appoint the practitioners associated with the Customer Number:

Please change the correspondence address for the above-identified application to:

The address associated with  
Customer Number:

**OR**

Firm or  
Individual Name

*Resuscitation Technologies, LLC*

|           |   |       |                              |
|-----------|---|-------|------------------------------|
| Address   | <i>11755 Wilshire Boulevard, Suite 2000</i> |       |                              |
| City      | <i>Los Angeles</i>                          |       |                              |
| Country   | <i>USA</i>                                  | State | <i>CA</i>                    |
| Telephone | <i>310-883-1300</i>                         | Email | <i>bckirke@abaxisbio.com</i> |

I am the:

Applicant/Inventor.

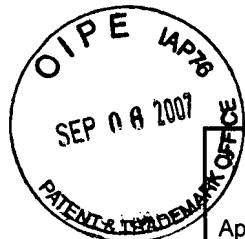
Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

**SIGNATURE of Applicant or Assignee of Record**

|           |                           |           |                       |
|-----------|---------------------------|-----------|-----------------------|
| Signature | <i>Kirk P. Klein</i>      |           |                       |
| Name      | <i>KIRK P. KLEIN, PhD</i> |           |                       |
| Date      | <i>8-20-2007</i>          | Telephone | <i>(516) 562-3404</i> |

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

\*Total of 2 forms are submitted.



## STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Irwin KLEIN et al.

Application No./Patent No.: 09/998,346 Filed/Issue Date: November 30, 2001

Entitled: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF

The Feinstein Institute for Medical Research, a corporation  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest. **The remainder of the right, title and interest in the application is assigned to Resuscitation Technologies, LLC.**

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Irwin KLEIN and Kiae OJAMAA North Shore-Long Island Jewish Research Institute  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Research Institute To: The Feinstein Institute for Medical Research  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Kirk E. Murovce, PhD  
Signature

8-20-2007  
Date

Printed or Typed Name

(516) 562-3404  
Telephone Number

Title

Vice President, Technology Transfer

JUN-8-2003 05:13P FROM:

TO: 17033065995

P: 4/7

ASSIGNMENT

WHEREAS WE, Irwin KLEIN of 8 Lequer Rd., Plandome Manor, New York, 11030 and Kaisa OJAMAA of 23 Albin Street, Glen Cove, New York, 11542, respectively, hereinafter referred to as Assignors have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled: *COMPOSITIONS OF STABLE T, AND METHODS OF USE THEREOF*, for which an application for United States Letters Patent was filed on November 30, 2001, and identified by United States Serial No. 09/998,346, AND WHEREAS, North Shore-Long Island Jewish Research Institute, a corporation of the State of New York and having an address of 350 Community Drive, Manhasset, New York 11030 hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor;

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, Assignors do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries that may be issued for the invention:

UPON SAID CONSIDERATIONS, Assignors hereby agree with Assignee that Assignors will not execute any writing or do any act whatsoever conflicting with these presents, and that Assignors will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or causes of action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of Assignors and Assignee;

AND Assignors request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States that may be issued for said invention to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

5/7/02

Date

5-7-02

Date

Signature

Irwin Klein

Signature

Kaisa Ojamaa

F

050909000

789

**CERTIFICATE OF AMENDMENT**

**OF THE**

**CERTIFICATE OF INCORPORATION**

**OF**

**NORTH SHORE-LONG ISLAND JEWISH RESEARCH INSTITUTE**

**(Under Section 803 of the Not-for-Profit Corporation Law)**

THE UNDERSIGNED, Nicholas Chiorazzi, M.D., being the Director and Chief Executive Officer of North Shore-Long Island Jewish Research Institute, hereby certify:

1. The name of the corporation is North Shore-Long Island Jewish Research Institute (the "Corporation"). The Corporation was formed under the name "North Shore University Hospital Research Corporation."
2. The Certificate of Incorporation of the Corporation was filed by the Department of State on December 1, 1983 pursuant to the New York State Not-for-Profit Corporation Law.
3. The Corporation is a corporation as defined in subparagraph (a)(5) of Section 102 of the Not-for-Profit Corporation Law and is a type B corporation under Section 201 of the Not-for-Profit Corporation Law, and shall remain a type B corporation after the filing of this Certificate of Amendment.
4. The Certificate of Incorporation of the Corporation is hereby amended to change the name of the Corporation to The Feinstein Institute for Medical Research.
5. To effectuate the amendment described in Paragraph 4 of this Certificate of Amendment, Paragraph First of the Certificate of Incorporation is hereby amended to read in its entirety as follows:

First: The name of the Corporation is The Feinstein Institute for Medical Research (the "Corporation").

6. This amendment to the Certificate of Incorporation of the Corporation was authorized by vote of the sole member of the Corporation in accordance with Section 802 of the Not-for-Profit Corporation Law.
7. The Secretary of State of the State of New York is hereby designated the agent of the Corporation upon whom process against it may be served. The post office address to which the Secretary of State shall mail a copy of any process against the Corporation

served upon him as agent of the Corporation is 350 Community Drive, Manhasset, New York 11030, Attention: Administration.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Amendment to the Certificate of Incorporation on this 7 day of July, 2005 and hereby affirms, under the penalties of perjury, the statements made herein are true and correct.

Nicholas Chiorazzi  
Nicholas Chiorazzi, M.D.  
Director and  
Chief Executive Officer

2

STATE OF NEW YORK  
THE STATE EDUCATION DEPARTMENT

Albany, New York

North Shore-LIJ Health System  
Attn: Mr. Reginald Bullock, Jr.  
145 Community Drive  
Great Neck, New York 11021

**Re: NORTH SHORE-LONG ISLAND JEWISH RESEARCH INSTITUTE**  
**Change name to:**  
**The Feinstein Institute for Medical Research**

Dear Mr. Bullock:

Consent is hereby given to the filing of the annexed certificate of amendment of the certificate of incorporation of **NORTH SHORE-LONG ISLAND JEWISH RESEARCH INSTITUTE**, pursuant to the applicable provisions of the Education Law, the Not-for-Profit Corporation Law, the Business Corporation Law, the Limited Liability Company Law or any other applicable statute.

This consent is issued solely for purposes of filing the annexed document by the Department of State and shall not be construed as approval by the Board of Regents, the Commissioner of Education or the State Education Department of the purposes or objects of such entity, nor shall it be construed as giving the officers or agents of such entity the right to use the name of the Board of Regents, the Commissioner of Education, the University of the State of New York or the State Education Department in its publications or advertising matter.

IN WITNESS WHEREOF this instrument is  
executed and the seal of the State Education  
Department is affixed.

RICHARD P. MILLS  
Commissioner of Education

By:

  
Richard L. Nabozny  
or Susan A. Naccarato  
(Commissioner's designee)

3  
Date

8/2/05

*State of New York }  
Department of State } *ss:**

*I hereby certify that the annexed copy has been compared with the original document filed by the Department of State and that the same is a true copy of said original.*

*Witness my hand and seal of the Department of State on*

**September 12, 2005**



A handwritten signature in black ink, appearing to read "Patricia A. Healy".

*Secretary of State*



### STATEMENT UNDER 37 CFR 3.73(b)

Applicant/Patent Owner: Irwin KLEIN et al.

Application No./Patent No.: 09/998,346 Filed/Issue Date: November 30, 2001

Entitled: COMPOSITIONS OF STABLE T3 AND METHODS OF USE THEREOF

Resuscitation Technologies, LLC, a limited liability company  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1.  the assignee of the entire right, title, and interest; or
2.  an assignee of less than the entire right, title and interest. **The remainder of the right, title and interest in the application is assigned to The Feinstein Institute for Medical Research.**

in the patent application/patent identified above by virtue of either:

A.  An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or a true copy of the original assignment is attached.

OR

B.  A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: Leo RUBIN To: Resuscitek  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

2. From: Resuscitek To: Resuscitation Technologies, LLC  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

Additional documents in the chain of title are listed on a supplemental sheet.

As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.  
[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO.]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

Bruce Clarke  
Signature

Bruce Clarke  
Printed or Typed Name

Manager  
Title

8-20-07  
Date

310-883-1300  
Telephone Number

**PATENT APPLICATION ASSIGNMENT**  
**FROM INVENTORS TO COMPANY**

WHEREAS I Leo Rubin of 3 Lynne Court, Suffern NY, USA, have made a certain new and useful invention as set forth in an application for United States Letters Patent, entitled: ***COMPOSITIONS OF STABLE T, AND METHODS OF USE THEREOF***, for which an application for United States Letters Patent was filed on November 30, 2001, and identified by United States Serial No. 09/998,346, AND WHEREAS, Resuscitek, a corporation of the State of New York and having an address of 33 Kings Highway, Suite 1, Orangeburg New York 10962, USA, hereinafter referred to as Assignee, is desirous of acquiring the entire right, title and interest in and to said invention and in and to any and all Letters Patent of the United States and foreign countries that may be obtained therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt for and sufficiency of which is hereby acknowledged, I do hereby sell, assign, transfer and set over unto Assignee, its legal representatives, successors, and assigns, the entire right, title and interest in and to said invention as set forth in the above-mentioned application, including any continuations, continuations-in-part, divisions, reissues, re-examinations or extensions thereof, and in and to any and all patents of the United States and foreign countries that may be issued for said invention;

UPON SAID CONSIDERATIONS, I hereby agree with Assignee that I will not execute any writing or do any act whatsoever conflicting with these presents, and that I will, at any time upon request, without further or additional consideration but at the expense of Assignee, execute such additional assignments and other writings and do such additional acts as Assignee may deem necessary or desirable to perfect Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, divisional, continuations, continuations-in-part, reexamined, reissued, or extended Letters Patent of the United States or of any and all foreign countries on said invention, and in enforcing any rights or causes of action accruing as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of the assigns and legal representatives of myself and Assignee;

AND I request the Commissioner of Patents and Trademarks to issue any Letters Patent of the United States that may be issued for said invention to Assignee, its legal representatives, successors or assigns, as the sole owner of the entire right, title and interest in and to said patent and the invention covered thereby.

5/15/03  
Date

Leo Rubin M.D.  
Signature

## CONTRIBUTION AGREEMENT

This Contribution Agreement (this "Agreement") is made and entered into as of July 30, 2004 (the "Effective Date"), by and between Resuscitek, Inc., a New York corporation ("Resuscitek") and Resuscitation Technologies, LLC, a Delaware limited liability company (the "LLC"), with reference to the following facts:

- A. The LLC is a newly formed Delaware limited liability company which intends to engage in the research, development and commercialization of certain technology.
- B. Resuscitek is an early stage drug development company.
- C. Resuscitek wishes to contribute to the LLC substantially all of its assets and properties in exchange for the issuance of a membership interest in the LLC on the terms and conditions set forth herein.
- D. [REDACTED]

NOW, THEREFORE, the parties hereby agree as follows:

1. Assignment. Effective as of the Effective Date, except for the Excluded Assets (defined below) or as otherwise expressly excluded or limited herein, Resuscitek hereby assigns, transfers, conveys and delivers to the LLC, and the LLC hereby accepts from Resuscitek, all right, title and interest in and to all of Resuscitek's business, goodwill, assets, properties and rights of every nature, kind and description throughout the world, whether tangible or intangible, real, personal or mixed, wherever located and whether or not carried or reflected on the books and records of Resuscitek (collectively, the "Assets"). The Assets shall include, but not be limited to, the following:

(a) [REDACTED]

(b) [REDACTED]

(c) [REDACTED]

(d) all intangible properties (the "Intangible Personal Property"), including, without limitation, (i) all foreign and domestic registered and unregistered trademarks, service

marks, trade names and slogans, all applications therefor, and all associated goodwill; (ii) all statutory, common law and registered copyrights (whether foreign or domestic), all applications therefor and all associated goodwill; (iii) all foreign and domestic patents and patent applications, all associated technical information, shop rights, know-how, trade secrets, processes, operating, maintenance and other manuals, drawings and specifications, process flow diagrams and related data, and all associated goodwill, including, without limitation, any and all patents and patent applications, associated technical information, shop rights, know-how, trade secrets and other intellectual property rights acquired or developed by Resuscitek relating in any way to the technology heretofore licensed to Resuscitek under (A) that certain Option and License Agreement, dated as of July 31, 1996, by and between [REDACTED] and Resuscitek (the "Option Agreement"), (B) that certain Sponsored Research and License Agreement, dated as of September 21, 2000, by and between North Shore - Long Island Jewish Research Institute and Resuscitek, and (C) the [REDACTED] (iv) all "software" and documentation thereof (including all electronic data processing systems and program specifications, source codes, input data and report layouts and format, record file layouts, diagrams, functional specifications, narrative descriptions, and flow charts); and (v) all other inventions, discoveries, improvements, processes, formulae (secret or otherwise), data, drawings, specifications, trade secrets, business plans, mask works, moral rights, compositions of matter, designs, confidential and proprietary information, proprietary rights, know-how and ideas (including those in the possession of third parties), and all drawings, records, books or other tangible media embodying the foregoing;

(e) [REDACTED]

(f) [REDACTED]

(g) [REDACTED]

expressed or implied, in writing, orally, electronically, or otherwise;

(h) [REDACTED]

performed or to be performed;

(i) [REDACTED]

(j) [REDACTED]

[REDACTED];

(k) [REDACTED]

(l) [REDACTED]

(m) [REDACTED]

(n) [REDACTED]

(o) all go [REDACTED]

(p) [REDACTED]

A list of all material Assets is set forth on Exhibit A. Notwithstanding anything to the contrary set forth herein, the Assets shall not include those assets listed on Exhibit B (the “**Excluded Assets**”). The parties hereby acknowledge that (a) the Assets include certain intellectual property rights that pertain to both the Assets and the Excluded Assets (the “**Overlapping Rights**”), (b) for ease of administration, all such Overlapping Rights are being assigned to the LLC hereunder, (c) the parties intend to license back to Resuscitek or partition such Overlapping Rights to the extent (i) directly related to the Excluded Assets and (ii) necessary to vest or document Resuscitek’s ownership of the Excluded Assets, (d) to the extent any agreements, consents or documentation may be required in order to license back to Resuscitek or partition such Overlapping Rights as contemplated above, the parties shall cooperate in undertaking such actions, obtaining such consents and executing such documents in a timely manner and (e) once any Overlapping Rights are partitioned and assigned back to Resuscitek, they shall become Excluded Assets. W [REDACTED]

Resuscitek shall [REDACTED]

2. Failure to Obtain Consents. This Agreement shall not constitute an assignment of any claim, asset, right, contract, permit, franchise or license if the attempted assignment thereof without the consent of the other party thereto would constitute a breach thereof or in any way adversely affect the rights of Resuscitek thereunder. If such consent is not obtained, or if any attempted assignment thereof would be ineffective or would adversely affect the rights of Resuscitek thereunder so that the LLC would not in fact receive all such rights, then (a) only the proceeds of such claim, asset, right, contract, permit, franchise or license shall be deemed to have been transferred to the LLC pursuant hereto and Resuscitek shall otherwise retain such claim, asset, right, contract, permit, franchise or license and (b) Resuscitek hereby engages the LLC, and

the LLC hereby accepts the engagement, to act as the attorney-in-fact of Resuscitek in order to obtain for the LLC the benefit of such claim, asset, right, contract, permit, franchise or license.

3. [REDACTED] The parties hereby acknowledge that (a) the [REDACTED] was terminated by BTG [REDACTED] on [REDACTED] 2005 (b) A [REDACTED] Bi [REDACTED] [REDACTED], and (c) the LLC intends to enter into a sublicense agreement or similar arrangement with ABI covering the [REDACTED]. Resuscitek shall indemnify, defend and hold harmless the LLC, its managers, members (including ABI), officers, agents, attorneys and representatives, from and against any and all liability they may suffer or incur as a [REDACTED]

4. Issuance of Membership Interest. [REDACTED]

5. Assumption of Liabilities and Obligations. [REDACTED]

6. Representations and Warranties.

6.1. By the LLC. The LLC represents and warrants to Resuscitek that (a) it has all requisite power and authority to execute and deliver this Agreement and any other agreements, instruments and documents to be executed and delivered to effectuate the assignment and assumption contemplated hereby (collectively, the “Assignment Documents”); (b) its execution and delivery of this Agreement and the other Assignment Documents and the performance of its obligations hereunder and thereunder have been authorized by all necessary corporate action and do not violate any laws, regulations or orders by which it is bound; and (c) this Agreement and the other Assignment Documents to which the LLC is a party constitute its legal, valid and binding obligations, enforceable against it in accordance with the terms hereof and thereof, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors’ rights generally and (ii) the effect of rules of law governing the availability of equitable remedies.

6.2 By Resuscitek. Resuscitek hereby represents and warrants to the LLC and to American BioScience, Inc. (“ABI”), as an express third-party beneficiary of this Agreement, that, except as set forth in the Schedule of Exceptions (the “Schedule of Exceptions”) attached

to this Agreement as Exhibit D (which Schedule of Exceptions shall be deemed to be representations and warranties by Resuscitek under this Section 5.2, the statements in the following paragraphs of this Section 5.2 are all true and complete:

(a) Organization, Good Standing, Corporate Power and Qualification.

Resuscitek has been duly incorporated and organized, and is validly existing and in good standing, under the laws of the State of New York. Resuscitek has the requisite corporate power and authority to enter into and perform this Agreement, the other Assignment Documents and the Limited Liability Company Agreement for the LLC (the "LLC Agreement"), and to own and operate its properties and assets. Resuscitek is not qualified to do business as a foreign corporation in any jurisdiction and has no offices or employees outside the State of New York.

(b) [REDACTED]

(i) [REDACTED]

(ii) [REDACTED]

(iii) Valid Issuance. The outstanding shares of the capital stock of Resuscitek are duly authorized and validly issued, fully paid and nonassessable, and have been approved by all requisite shareholder action.

(c) [REDACTED]

(d) [REDACTED]

(e) Due Authorization. All corporate action on the part of Resuscitek's directors and shareholders necessary for the authorization, execution, delivery of, and the performance of all obligations of Resuscitek under, this Agreement, the Assignment Documents and the LLC Agreement has been taken. This Agreement, along with the Assignment Documents and the LLC Agreement, when executed and delivered, will constitute, valid and legally binding obligations of Resuscitek, enforceable in accordance with their

respective terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or others laws of general application relating to or affecting the enforcement of creditors' rights generally and (ii) the effect of rules of law governing the availability of equitable remedies.

(f) Valid Issuance of Stock. The outstanding shares of the capital stock of Resuscitek are duly authorized and validly issued, fully paid and nonassessable, and have been approved by all requisite shareholder action. Such shares of such capital stock, and all outstanding options, warrants, convertible notes and other securities of Resuscitek, have been issued in full compliance with the registration and prospectus delivery requirements of the 1933 Act or in compliance with applicable exemptions therefrom, the registration and qualification requirements of all applicable securities laws of states of the United States and all other provisions of applicable securities laws of States of the United States, including, without limitation, anti-fraud provisions.

(g) Governmental Consents. No consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of Resuscitek in order to enable Resuscitek to execute, deliver and perform its obligations under this Agreement, the Assignment Documents and the LLC Agreement.

(h) Litigation. There is no action, suit, proceeding, claim, arbitration or investigation (the "Action") pending (or, to Resuscitek's knowledge, currently threatened) against Resuscitek, its activities or its properties before any court or governmental agency. Resuscitek is not a party to or subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality, and there is no Action by Resuscitek currently pending or which Resuscitek intends to initiate. To Resuscitek's knowledge, there is no factual or legal basis for any such Action that might result, individually or in the aggregate, in any material adverse change in the business, financial condition, or assets of Resuscitek. By way of example, but not by way of limitation, there are no Actions pending or, to Resuscitek's knowledge, threatened (or any basis therefor known to Resuscitek) relating to the prior employment of any of Resuscitek's employees or consultants, their use in connection with Resuscitek's business of any information, technology or techniques allegedly proprietary to any of their former employers, clients or other parties, or their obligations under any agreements with prior employers, clients or other parties.

(i) Invention Assignment and Confidentiality Agreement. Each employee and contractor of Resuscitek who is or was engaged in development of any of the Assets has entered into and executed an invention assignment and confidentiality agreement with Resuscitek. Copies of all such agreements have been delivered to the LLC.

(j) Status of Proprietary Assets.

(i) Status. Resuscitek has full title and ownership of, or is duly licensed under or otherwise authorized to use, all Intangible Personal Property of Resuscitek without any conflict with or infringement upon the rights of others. No third party has any

ownership right, title, interest, claim in or lien on any of Resuscitek's Intangible Personal Property and Resuscitek has taken all steps reasonably necessary to preserve its legal rights in, and the secrecy of, all its Intangible Personal Property, except those for which disclosure is required for legitimate business or legal reasons. All patents, copyrights and other state and federal registrations and all applications therefor included in the Intangible Personal Property are valid and in full force and effect and are not subject to any taxes, maintenance fees or actions falling due within 90 days after the date hereof. There are no pending claims, actions, judicial or other adversary proceedings, disputes or disagreements involving Resuscitek concerning any item of the Intangible Personal Property, and, to Resuscitek's knowledge, no such action, proceeding, dispute or disagreement is threatened.

(ii) Licenses; Other Agreements. Resuscitek has not granted, any options, licenses or agreements of any kind relating to any of its Intangible Personal Property, nor is Resuscitek bound by or a party to any option, license or agreement of any kind with respect to any of its Intangible Personal Property. Resuscitek is not obligated to pay any royalties or other payments to third parties with respect to the marketing, sale, distribution, manufacture, license or use of any Intangible Personal Property.

(iii) No Infringement. Resuscitek has the right and authority to use each item of the Intangible Personal Property in perpetuity in connection with the conduct of its business and such use did not and will not conflict with, infringe upon, or violate any patent or other proprietary right of any other person or entity. Resuscitek has not violated or infringed, and is not currently violating or infringing, and Resuscitek has not received any communications alleging that Resuscitek (or any of its employees or consultants) has violated or infringed or, by conducting business as proposed by the LLC, would violate or infringe, any right of any other person or entity.

(iv) No Breach by Employee. Resuscitek does not believe it is or will be necessary to utilize any inventions of any employees of Resuscitek made prior to their employment by Resuscitek in order to carry on the business as proposed under the Business Plan attached as an exhibit to the LLC Agreement. At no time during the conception of or reduction of any of Resuscitek's Intangible Personal Property to practice was any developer, inventor or other contributor to such patents operating under any grants from any governmental entity or agency or private source, performing research sponsored by any governmental entity or agency or private source or subject to any employment agreement or invention assignment or nondisclosure agreement or other obligation with any third party that could adversely affect Resuscitek's rights in such Intangible Personal Property or the rights of the LLC to such Intangible Personal Property following the Effective Date.

(v) Trade Secrets. With respect to each trade secret comprising a part of the Intangible Personal Property, such trade secret is valid and protectible, and such trade secret's documentation is current, accurate, and sufficient in detail and content to identify and explain it, and to allow its full and proper use without reliance on the special knowledge or memory of others. All trade secrets of Resuscitek are presently valid and protectible, and are not part of the public knowledge or literature, nor to Resuscitek's knowledge have they been used,

divulged or appropriated for the benefit of any person or entity other than Resuscitek or to the detriment of Resuscitek.

(vi) List of Intangible Personal Property. Section 5.2(j) of the Schedule of Exceptions contains a true and complete list of all Intangible Personal Property.

(k) Compliance with Law and Documents. Resuscitek is not in violation or default of any provisions of its Certificate of Incorporation or Bylaws, both as amended to date, and to Resuscitek's knowledge, Resuscitek is in compliance with all applicable statutes, laws, regulations and executive orders of the United States of America and all states, foreign countries or other governmental bodies and agencies having jurisdiction over Resuscitek's business or properties. Resuscitek has not received any notice of any violation of any such statute, law, regulation or order which has not been remedied prior to the date hereof. The execution, delivery and performance of this Agreement, the Assignment Documents and the LLC Agreement and the consummation of the transactions contemplated hereby or thereby will not result in any such violation or default, or be in conflict with or result in a violation or breach of, with or without the passage of time or the giving of notice or both, Resuscitek's Certificate of Incorporation or Bylaws, any judgment, order or decree of any court or arbitrator to which Resuscitek is a party or is subject, any agreement or contract of Resuscitek, or, to Resuscitek's knowledge, a violation of any statute, law, regulation or order, or an event which results in the creation of any lien, charge or encumbrance upon any Asset.

(l) Title to Assets. Resuscitek has good and marketable title to each of the Assets owned by it and the valid and enforceable right to receive and/or use each of the Assets in which Resuscitek has any other interest, free and clear of all mortgages, deeds of trust, liens, encumbrances and security interests except for statutory liens for the payment of current taxes that are not yet delinquent and liens, encumbrances and security interests which arise in the ordinary course of business and which do not affect material Assets. With respect to the Assets it leases, Resuscitek is in material compliance with such leases and, to Resuscitek's knowledge, Resuscitek holds valid leasehold interests in such Assets free of any liens, encumbrances, security interests or claims of any party other than the lessors of such Assets.

(m) [REDACTED]

f [REDACTED]

P [REDACTED]

aggregate, material and none of which is for breach of contract, breach of warranty, tort or infringement), (iii) those liabilities arising under any Material Agreement (defined below) (none of which liabilities is for breach of contract, breach of warranty, tort or infringement), or (iv) those liabilities otherwise specifically disclosed in Section 5.2(m) of the Schedule of Exceptions (none of which liabilities is for breach of contract, breach of warranty, tort or infringement), Resuscitek has, as of the date hereof, no direct or indirect indebtedness, liabilities, claims, losses, damages, deficiencies, obligations or responsibilities, known or unknown, liquidated or unliquidated, accrued, absolute, contingent or otherwise, and whether or not of a kind required by generally accepted accounting principles to be set forth on a financial statement.

(n) Certain Actions. [REDACTED]

not: (i) declared or

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(o) Activities Since Balance Sheet Date. Since the Balance Sheet Date, there has not been:

(i) any damage, destruction or loss, whether or not covered by insurance, materially and adversely affecting the Assets, financial condition, operating results, prospects or business of Resuscitek (as presently conducted and as presently proposed to be conducted);

(ii) any waiver by Resuscitek of a valuable right or of a material debt owed to it;

(iii) any material change or amendment to a material contract or arrangement by which Resuscitek or any of its Assets is bound or subject, except for changes or amendments which are expressly provided for or disclosed in this Agreement;

(iv) to Resuscitek's knowledge, any other event or condition of any character which would materially and adversely affect the Assets, financial condition, operating results or business of Resuscitek;

(v) any satisfaction or discharge of any lien, claim or encumbrance or payment of any obligation by Resuscitek, except such a satisfaction, discharge or payment made in the ordinary course of business that is not material to the Assets, financial condition, operating results or business of Resuscitek; and

(vi) any material change in any compensation arrangement or agreement with any employee, contractor or director.



Exceptions: (w) Environmental Matters. Except as set forth in the Schedule of

(i)

(ii)

limus  
has  
t

(iii)

1. *Leucosia* *leucostoma* (Fabricius) *leucostoma* (Fabricius) *leucostoma* (Fabricius)

(iv)

list:

(x)

permitted to be sold or distributed in the United States by a person or entity  
publicly or privately, or to be used in the United States, or to be imported into the  
United States, or to be sold or distributed in the United States, or to be used in the  
United States, or to be imported into the United States, or to be sold or distributed in the  
United States, or to be used in the United States, or to be imported into the United States,  
Resuscitek, Inc. (hereinafter referred to as "Resuscitek")

(v)

from being marketed or used in the United States  
subject to [REDACTED]

(z) Disclosure. This Agreement and the Exhibits hereto (when read together) do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements therein or herein not misleading in light of the circumstances under which they were made. Resuscitek has heretofore made all of the Books and Records available to the LLC for its inspection and has heretofore delivered to the LLC copies of all agreements and documents referred to in the Schedule of Exceptions. All documents and other papers delivered to the LLC or ABI by or on behalf of Resuscitek in connection with this Agreement and the LLC Agreement and the transactions contemplated herein and therein are accurate, complete and authentic. Furthermore, the information furnished to the LLC or ABI by or on behalf of Resuscitek in connection with this Agreement and the LLC Agreement and the transactions contemplated herein and therein does not contain any untrue statement of a material fact and does not omit to state any material fact necessary to make the statements made, in the context in which they are made, not false or misleading. There is no fact which Resuscitek has not disclosed to the LLC or ABI in writing which could reasonably be expected to have a material adverse effect on Resuscitek or on the business as proposed to be conducted by the LLC.

7. Delivery.

(a) On the Effective Date, Resuscitek shall deliver copies of the following to the LLC:

- (i) [REDACTED]
- (ii) [REDACTED]
- (iii) [REDACTED]

(iv) the Consent to Assignment executed by North Shore – Long Island Jewish Research Institute with respect to the Sponsored Research and License Agreement;

(v) [REDACTED]

(vi) the Assignment of Technology Agreements executed by the LLC and each of the founders of Resuscitek.

(b) On or promptly following the Effective Date, Resuscitek shall deliver the following to the LLC or to such location, person or entity designated by the LLC:

(i) The Assets and Assumed Liabilities, including, without limitation, (A) all Tangible Personal Property and all originals and copies of the Contracts and Other Agreements; (B) the certificates representing any securities included in the Assets and any negotiable instruments included in the Assets, together with duly executed assignments in blank and all necessary endorsements; (C) all cash on hand and in banks which is included in the Assets; and (D) all Books and Records relating to or included in the Assets or the Assumed Liabilities; and

(ii) A [REDACTED]

8. [REDACTED]

9. [REDACTED]

Executive, Inc. pursuant to the Settlement Agreement.

com  
h. [REDACTED]

10. T [REDACTED]

(a) [REDACTED]

(b) A [REDACTED]

11. Expenses. Each party shall be responsible for its own costs and expenses incurred in connection with the preparation, negotiation, execution and delivery of this Agreement, the Assignment Documents, the LLC Agreement and the other documents and agreements contemplated hereby, including but not limited to attorneys' and accountants' fees and expenses.

12. Further Assurances. Each of Resuscitek and the LLC shall, at any time and from time to time after the date hereof, upon request of the other party, execute, acknowledge and deliver all such further acts, deeds, assignments, transfers, conveyances, and assurances, and take all such further actions, as shall be necessary or desirable to give effect to the transactions hereby consummated and to collect and reduce to the possession of the LLC any and all of the Assets and Assumed Liabilities.

13. Notices. All notices, requests and other communications hereunder shall be in writing and shall be delivered by courier or other means of personal service (including by means of a nationally recognized courier service or professional messenger service), or sent by telex or telecopy or mailed first class, postage prepaid, by certified mail, return receipt requested, in all cases, addressed to:

Resuscitek:

Resuscitek, Inc.

[REDACTED]

The LLC:

Resuscitation Technologies, LLC

[REDACTED]

Fax: (310) 998-8553

All notices, requests and other communications shall be deemed given on the date of actual receipt or delivery as evidenced by written receipt, acknowledgment or other evidence of actual receipt or delivery to the address specified above. In case of service by telecopy, a copy of such notice shall be personally delivered (including by overnight courier) or sent by certified mail, in the manner set forth above, within three (3) business days thereafter. Any party hereto may from time to time by notice in writing served as set forth above designate a different address or a different or additional person to which all such notices or communications thereafter are to be given.

14. Choice of Law. This Agreement shall be governed by, and construed in accordance with the laws of the State of Delaware.

15. [REDACTED]

[REDACTED] tive

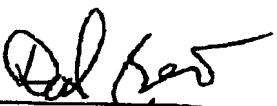
[REDACTED]

16. Survival of Warranties. The representations, warranties and covenants of each party contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any other party.

17. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RESUSCITEK, INC.,  
a New York corporation

By:   
Its: Michael J. Faris & CEO

RESUSCITATION TECHNOLOGIES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

16. Survival of Warranties. The representations, warranties and covenants of each party contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and shall in no way be affected by any investigation of the subject matter thereof made by or on behalf of any other party.

17. Successors and Assigns. This Agreement and the covenants and agreements herein contained shall inure to the benefit of and shall bind the respective parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

RESUSCITEK, INC.,  
a New York corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

RESUSCITATION TECHNOLOGIES, LLC,  
a Delaware limited liability company

By: Bruce C. Dose  
Its: Manager

**EXHIBIT A**

**Material Assets**

1. [REDACTED]
2. [REDACTED]
3. Intangible Personal property – All Intangible Personal Property listed on Schedule 5.2(j). Resuscitek has no proprietary software of its own. Any software to be transferred consists of off the shelf programs.
4. [REDACTED]
5. [REDACTED]

## EXHIBIT B

### Excluded Assets

1. Any and all patents and other intellectual property to the extent related exclusively to:

a. The following patent applications:

| Ref. No. | Serial No.  | Next Action | Due Date | App. Cost | Ann. Annuity |
|----------|-------------|-------------|----------|-----------|--------------|
|          |             |             |          |           |              |
| 20       |             |             |          |           |              |
| 20       |             |             |          |           |              |
| 20       | 2002-311757 |             |          |           |              |

b.

1. [REDACTED]
2. [REDACTED]
3. [REDACTED]
4. [REDACTED]
5. [REDACTED]
6. [REDACTED]

7. The trade name "Resuscitek;" provided, however, that Resuscitek hereby expressly consents to and will not challenge the LLC's use of the name "Resuscitation Technologies" or any similar name.

8. [REDACTED]

9. [REDACTED]

## **EXHIBIT C**

### **Assumed Liabilities**

1. [REDACTED]
2. Liabilities and obligations under the Sponsored Research and License Agreement with North Shore – Long Island Jewish Research Institute described in Schedule 5.2(s).
3. [REDACTED]  
[REDACTED] reto.
4. [REDACTED]

## EXHIBIT D

### Schedule of Exceptions

#### Schedule 5.2(j) Intangible Personal Property

1. All intangible personal property rights owned by Resuscitek with respect to the following patents:

| Ref. No. | Serial No. | Next Action | Due Date | App. Cost | Ann. Annuity |
|----------|------------|-------------|----------|-----------|--------------|
|          |            |             |          |           |              |

T3a  
Compositions of Stable T3 and Methods of Use Thereof  
(Int'l filing date: 6/21/01)

Parent US Provisional Serial No.: 60/257,666 (12/21/00)  
Second US Provisional Serial No.: 60/327,569 (3/12/01) (sometimes referred to as 09/798,250)  
US Conversion Serial No.: 09/998,346 (11/30/01)  
PCT Serial No.: US 01/44855 (11/30/01)  
PCT Publ. No.: WO 02/051403 (7/4/02)

| <b>Ref. No.</b> | <b>Serial No.</b> | <b>Next Action</b> | <b>Due Date</b> | <b>App. Cost</b> | <b>Ann. Annuity</b> |
|-----------------|-------------------|--------------------|-----------------|------------------|---------------------|
| 2002US          | 09/998,346        | Examiner Interview | ~11/03          | \$6,000          | None                |
| 2002CA          | Not assigned      | Request Exam       | 6/21/03         | \$2000           | ~\$300              |
| 2002EP          | 01272465.4        | Await Exam         | 6/21/03         | \$8,000          | ~\$1000             |
| 2002JP          | 2002-552548       | Request Exam       | 6/21/03         | \$6,500          | \$2000              |

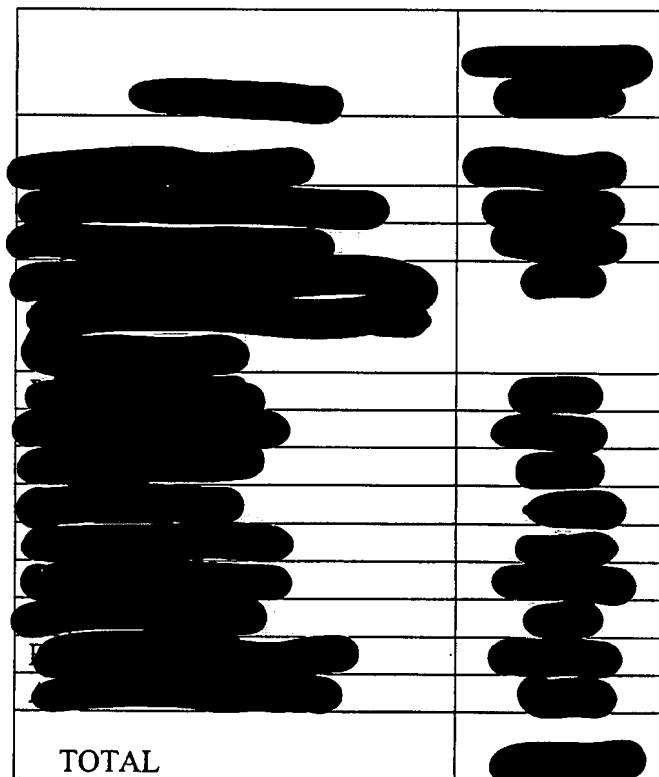
2. All intangible personal property rights owned by Resuscitek under the Contracts listed in Schedule 5.2(s).

3. [REDACTED]

Schedule 5.2(s)  
Material Contracts

1. [REDACTED]
2. Sponsored Research and License Agreement, dated September 21, 2000, by and between North Shore-Long Island Jewish Research Institute and Resuscitek.
3. [REDACTED]

**EXHIBIT E**



|              |  |
|--------------|--|
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|              |  |
|              |  |
|              |  |
|              |  |
| <b>TOTAL</b> |  |

**EXHIBIT F**  
**Financial Statements**